

Chicago Title Insurance Company
502236LD

SUBORDINATION OF LIEN

WHEREAS, NBD Bank, N.A., whose address is 8585 Broadway, Merrillville, Indiana (hereinafter called "Lien Holder"), has an interest in the following described property located in the town of Cedar Lake, County of Lake, State of Indiana, described as follows, to wit:

LOTS 6 TO 11, BOTH INCLUSIVE, BLOCK 1, CONSUMERS TRACT, PLAT H. M. OF BARTLETT'S ADDITION TO CEDAR LAKE, INDIANA, AS SHOWN IN PLAT BOOK 14, PAGE 29, IN LAKE COUNTY, INDIANA

Pursuant to the terms of a certain agreement dated December 1, 1997, and recorded on February 11, 1998, as Document No. 98009850, Lake County Records, and

WHEREAS, Michael J. Macuga, whose address is 13225 Truman St., Cedar Lake, Indiana (hereinafter called "Mortgage/Borrower") has applied to First Chicago NBD Mortgage Company (hereinafter called "Lender") for ONE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$176,250.00) including any future renewals, extensions, or modifications thereof to be secured by a first real estate mortgage on the above described property.

Recorded December 17, 1998 and Document No. 98100832

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned Lien Holder does hereby subordinate to Lender all its rights in the above described property to said mortgage of Lender.

IT IS FURTHER AGREED that Lender is relying upon this subordination in the above described mortgage transaction and that Lender's mortgage when executed shall be a secured lien on the above described property prior and superior to the interest of Lien holder notwithstanding the date of execution, the date of recording, or the date of disbursement of funds by the Lender.

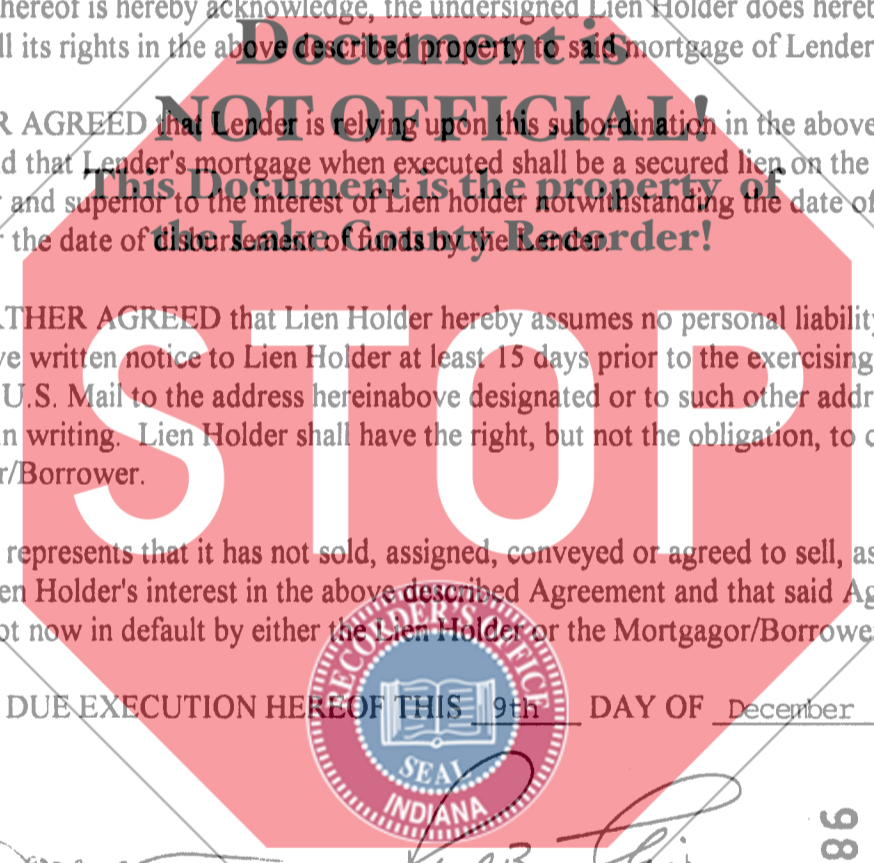
AND IT IS FURTHER AGREED that Lien Holder hereby assumes no personal liability to Lender and that Lender shall give written notice to Lien Holder at least 15 days prior to the exercising of its right to foreclose by certified U.S. Mail to the address hereinabove designated or to such other address as may hereafter be designated in writing. Lien Holder shall have the right, but not the obligation, to cure any default of the Mortgagor/Borrower.

The Lien Holder represents that it has not sold, assigned, conveyed or agreed to sell, assign, or convey to anyone the Lien Holder's interest in the above described Agreement and that said Agreement is presently in effect and not now in default by either the Lien Holder or the Mortgagor/Borrower.

WITNESS THE DUE EXECUTION HEREOF THIS 9th DAY OF December, 1998.

WITNESSES:

William E. Berens
William E. Berens, 1st Vice Pres. Paul B. Thiel
Paul B. Thiel, Vice President



98101351

ACKNOWLEDGMENT

STATE OF INDIANA)
) ss.
County of Lake)

The foregoing instrument was acknowledged before me this 9th day of December, 1998, by William E. Berens, 1st Vice President and Paul B. Thiel, Vice President

Debra K. Franks
Notary Public Debra K. Franks
Resident of Porter
My commission expires 8-20-2000

Instrument drafted by
Howard A. Lax (P35128)
P. O. Box 331789
Detroit, Michigan 48232-7789

When recorded return to:

98 DEC 18 AM 9:55
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

OFF
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